

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

BRIAN BAKER,

Plaintiff,

vs.

TERMINIX, INC. and MICHAEL
ROLMAN,

Defendants.

No. 1:09-CV-0058

JUDGE ECHOLS

Magistrate Judge Bryant

PLAINTIFF'S MOTION TO COMPEL MEDIATION/ARBITRATION AND STAY
JUDICIAL PROCEEDINGS

Comes the Plaintiff, Brian Baker, and files this Motion to Compel Mediation/Arbitration
and Stay Judicial Proceedings.

On April 1, 2010, Plaintiff received Defendants' response to Plaintiff's First Request for
Production of Documents. As part of their response, Defendants produced an Employment
Agreement that was signed by the Plaintiff and a Terminix representative. This Employment
Agreement, which is attached as Exhibit A, states, in part:

The Employer and Employee agree that, to the fullest extent permitted by law,
any and all disputes between them *will* be submitted to mediation upon terms
mutually agreeable to both parties. In the event the parties do not resolve such
controversies through mediation, then the Employer and Employee agree that, to
the fullest extent permitted by law, any and all controversies between them *will* be
submitted for binding arbitration in accordance to the attached Arbitration
Agreement...

**The Employee and Employer expressly waive their entitlement, if any, to
have controversies between them decided by a court or jury.**

See Exhibit A, Defendant's Bates Stamp 0082, Section 5 "Agreement to Mediate and Arbitrate"
(emphasis added). The referenced Arbitration Agreement recognizes that the agreement will be
governed and construed in accordance with the Federal Arbitration Act. See Exhibit B,
Defendants' Bates Stamp 0066, "Terminix Arbitration Agreement."